

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600661-09/BJC - Title Search/Title Insurance Services

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Betsy Cohen

**EXT:** 7112

**MOTION/RECOMMENDATION:**

Award RFP-600661-09/BJC - Title Search/Title Insurance Services to Shutts & Bowen LLP, Orlando (Primary); and George B. Wallace & Associates, P.A., Sanford (Secondary).

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600661-09/BJC - Title Search/Title Insurance Services will provide title services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

This project was publicly advertised and the County received eight (8) submittals in response to the solicitation. The Evaluation Committee comprised of Stan Hunsinger, Senior Coordinator/Administrative Services Department; Neil Newton, Major Project Acquisition Coordinator/County Attorney's Office; and David Shields, Assistant County Attorney/County Attorney's Office, evaluated the submittals. Consideration was given to qualifications and experience, adequate professional and technical competence of the firm and personnel, credential and experience of the firm in providing the required services, past and current experience of the firm in managing government accounts, methodology and fee schedule. Authorization for services by the Agent under this agreement shall be in the form of written Purchase Orders issued and executed by County and executed by County. Each order will describe the services required and the amount and method of payment. This agreement shall take effect on the date of its execution by County and shall run for a period of one (1) year. At the sole option of the County, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-600661-09/BJC - Title Search/Title Insurance Services to Shutts & Bowen LLP, Orlando (Primary); and George B. Wallace & Associates, P.A., Sanford (Secondary).

**ATTACHMENTS:**

1. Tabulation Sheet
2. Evaluation of Proposals
3. Agreement
4. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-600661-09/BJC  
RFP TITLE: Title Search/Title Insurance Services  
DUE DATE: May 6, 2009 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

<p>Floridian Title, LLC 1603 Oak Springs Place Lake Mary, Florida 32746</p> <p>(561) 236-8917 – Phone (561) 828-3106 – Fax Nichole Blake</p> <p>Title Search per parcel: \$75.00 Re-Certification/Update: \$25.00 Closing Services Fee: \$350.00 Hourly Rate: Not Specified*</p> <p>*Indicated - Negotiable</p>	<p>George B. Wallace &amp; Associates, P.A. 700 W. First Street Sanford, Florida 32771</p> <p>(407) 323-3660 – Phone (407) 323-2475 – Fax George B. Wallace</p> <p>Title Search per parcel: \$150.00 Re-Certification/Update: \$50.00 * Closing Services Fee: \$300.00 Hourly Rate: \$200.00</p> <p>*First 2 free of charge</p>	<p>North American Title Company 2295 S. Hiawasse Road, #313 Orlando, Florida 32835</p> <p>(407) 523-1667 – Phone (407) 523-1668 – Fax Jean G. Dorazio</p> <p>Title Search per parcel: \$185.00 Re-Certification/Update: \$35.00 Closing Services Fee: \$350.00 Hourly Rate: \$55.00</p>	<p>Shutts &amp; Bowen LLP 300 S Orange Avenue, #1000 Orlando, Florida 32801</p> <p>(407) 423-3200 – Phone (407) 425-8316 – Fax Kenneth W. Wright</p> <p>Title Search per parcel: \$150.00 Re-Certification/Update: \$50.00 * Closing Services Fee: \$300.00 Hourly Rate: \$150.00 **</p> <p>*First 2 updates included in initial search fee **See proposal for assigned staff</p>
<p>Stenstrom, McIntosh, Colbert, Whigham &amp; Partlow, P.A. 1001 Heathrow Park Lane, #4001 Lake Mary, Florida 32746</p> <p>(407) 322-2171 – Phone (407) 330-2379 – Fax William L. Colbert</p> <p>Title Search per parcel: \$175.00-\$300.00 Re-Certification/Update: \$150.00 Closing Services Fee: \$225.00 Hourly Rate: \$95.00 Paralegal \$175.00 Attorney</p>	<p>Sunbelt Title Agency 2170 West SR 434, #124 Longwood, Florida 32779</p> <p>(407) 619-2178 – Phone (303) 323-6518 – Fax Nichole Clements</p> <p>Title Search per parcel: \$85.00 Re-Certification/Update: Free Closing Services Fee: \$295.00 Hourly Rate: \$25.00</p>	<p>Titlecorp of Florida, LLC 355 S Ronald Reagan Blvd. Longwood, Florida 32750</p> <p>(407) 629-2070 – Phone (407) 629-0722 – Fax Robert W. Archie</p> <p>Title Search per parcel: \$50.00 Re-Certification/Update: \$25.00 Closing Services Fee: \$325.00 Hourly Rate: \$75.00</p>	<p>Universal Land Title, Inc. 601 N Magnolia Avenue, #200 Orlando, Florida 32835</p> <p>(407) 345-0774 – Phone (407) 422-8037 – Fax Michael R. Stogdill</p> <p>Title Search per parcel: \$475.00 Re-Certification/Update: \$125.00 Closing Services Fee: \$500.00 Hourly Rate: \$85.00</p>

**EVALUATION CRITERIA.** The following criteria will be used in the evaluation of the proposals:

- ❖ Qualifications and Experience
- ❖ Methodology
- ❖ Cost proposal

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 5/06/2009 @ 4:00 P.M.)

## RFP-600661-09/BJC - Title Search/Title Insurance Services

### Evaluation of Proposals

	Floridian Title, LLC	George B. Wallace & Associates, P.A.	North American Title Company	Shutts & Bowen, LLP	Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.	Sunbelt Title Agency	Titlecorp of Florida, LLC	Universal Land Title, Inc.
Evaluators								
Hunsinger, Stan	49.65	71.25	53.7	86.25	73.15	55.3	60.4	48.35
Shields, David	64.65	78.25	61.7	82.25	63.15	70.3	69.4	59.35
Newton, Neil	60	80	78	86	72	83	82	80
Total Points	174.3	229.5	193.4	254.5	208.3	208.6	211.8	187.7
Ranking	8	2	6	1	5	4	3	7

#### EVALUATION FACTORS:

##### **Qualifications and Experience:**

Adequate professional and technical competence of the firm and personnel

Credential and experience of the firm in providing the required services

Past and current experience of the firm in managing government accounts

##### **Methodology**

##### **Cost Proposal**

Evaluations

RFP-600661-09/BJC - Title Search/Title Insurance Services

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Congratulations on your selection as an Evaluation Team Member!  
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?  
Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

**Yes**  
Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.  
County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

**Yes**  
RESPONSE #1: FLORIDIAN TITLE, LLC:  
  
#1: Firm and Staff Qualifications and References (0 to 50 Points):  
**25**  
#1: Qualifications - Remarks:  
**Appears to be a single person company which relies on sub-contractors to assist with title issues. Has held Title Agent License since 2006.**  
#1: Technical Proposal and Methodology (0 to 20 Points):  
**5**  
#1: Technical proposal and Methodology - Remarks:  
**Floridian Title supplied a copy of their Mission Statement and did not explain their methods of accomplishing the Scope of Services in the RFP**  
#1: Cost Proposal:  
**19.65**  
#1: Cost Proposal - Remarks:  
  
#1 Total:  
**49.65**

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:  
  
#2: Firm and Staff Qualifications and References (0 to 50 Points):  
**40**  
#2: Qualifications - Remarks:  
**More than adequate qualifications to peform the tasks required in the bid package.**  
#2: Technical Proposal and Methodology (0 to 20 Points):  
**15**  
#2: Technical proposal and Methodology - Remarks:  
**Technical proposal and methodology appears to be acceptable.**  
#2: Cost Proposal:  
**16.25**  
#2: Cost Proposal - Remarks:  
**Quote for an Hourly rate appears to be high.**  
#2 Total:  
**71.25**

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:  
  
#3: Firm and Staff Qualifications and References (0 to 50 Points):  
**30**  
#3: Qualifications - Remarks:  
  
#3: Technical Proposal and Methodology (0 to 20 Points):  
**10**  
#3: Technical proposal and Methodology - Remarks:  
  
#3: Cost Proposal:  
**13.7**  
#3: Cost Proposal - Remarks:  
  
#3 Total:  
**53.7**  
RESPONSE #4: SHUTTS & BOWEN, LLP:  
  
#4: Firm and Staff Qualifications and References (0 to 50 Points):  
**50**  
#4: Qualifications - Remarks:

Extensive working background with Seminole County on numerous Major Right of Way Projects which included title searches, preparation of closing documents, closing of the transactions and any other services necessary in finalizing the necessary acquisition activity.

#4: Technical Proposal and Methodology (0 to 20 Points):

20

#4: Technical proposal and Methodology - Remarks:

Their technical proposal and methodology is excellent, as can be seen by this firm's past performance with Seminole County.

#4: Cost Proposal:

16.25

#4: Cost Proposal - Remarks:

#4 Total:

86.25

RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:

#5: Firm and Staff Qualifications and References (0 to 50 Points):

40

#5: Qualifications - Remarks:

Firm is more than qualified, however with a lawsuit against Seminole County in regards to Real Estate it seems to be conflicting with their submittal.

#5: Technical Proposal and Methodology (0 to 20 Points):

15

#5: Technical proposal and Methodology - Remarks:

The firms methodology appears to be sufficient.

#5: Cost Proposal:

18.15

#5: Cost Proposal - Remarks:

#5 Total:

73.15

RESPONSE #6: SUNBELT TITLE AGENCY:

#6: Firm and Staff Qualifications and Reference (0 to 50 Points):

25

#6: Qualifications - Remarks:

The firm's qualifications seem to met the work requirements.

#6: Technical Proposal and Methodology (0 to 20 Points):

10

#6: Technical Proposal and Methodology - Remarks:

Methodology did not appear to address the full scope of services.

#6: Cost Proposal:

20.3

#6: Cost Proposal - Remarks:

#6: Total:

55.3

RESPONSE #7: TITLECORP OF FLORIDA, LLC:

#7: Firm and Staff Qualifications and References (0 to 50 Points):

25

#7: Qualifications - Remarks:

The firm stated it's employees have a combination of 52 years experience, however resumes were not attached to the firm's response to the bid package. Upon review of the firm's response it appears they met the qualifications.

#7: Technical Proposal and Methodology (0 to 20 Points):

10

#7: Technical Proposal and Methodology - Remarks:

Did not find the technical proposal and methodology, however a Company brochure submitted with the bid package.

#7: Cost Proposal:

25.4

#7: Cost Proposal - Remarks:

#7: Total:

60.4

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):

25

#8: Qualifications - Remarks:

Firm mets the qualifications of the Bid Package

#8: Technical Proposal and Methodology (0 to 20 Points):

15

#8: Technical Proposal and Methodology - Remarks:

Excellent technical and methodology proposal.

#8: Cost Proposal:

8.35

#8: Cost Proposal - Remarks:

All areas of the firm's cost proposal seem high, with the exception of their hourly rate.

#8: Total:

48.35

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Created at 5/12/2009 2:57 PM by [Hunsinger, Stan](#)

Last modified at 5/27/2009 1:30 PM by [Hunsinger, Stan](#)

Evaluations

RFP-600661-09/BJC - Title Search/Title Insurance Services

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 Are you willing to present a clear picture of the issues considered during the evaluation?  
 I have read and will comply with the above requirement:  
 :

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: FLORIDIAN TITLE, LLC:

#1: Firm and Staff Qualifications and References (0 to 50 Points):

28

#1: Qualifications - Remarks:

Owner has only had title agent licensed for 3 years

#1: Technical Proposal and Methodology (0 to 20 Points):

12

#1: Technical proposal and Methodology - Remarks:

Needs methodology regarding title services process and not company mission statement.

#1: Cost Proposal:

20

#1: Cost Proposal - Remarks:

#1 Total:

60

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:

#2: Firm and Staff Qualifications and References (0 to 50 Points):

42

#2: Qualifications - Remarks:

Qualifications and experience is more than sufficient for the requirements of this RFP.

#2: Technical Proposal and Methodology (0 to 20 Points):

18

#2: Technical proposal and Methodology - Remarks:

Proposal and methodology meet the requirement for this RFP.

#2: Cost Proposal:

20

#2: Cost Proposal - Remarks:

#2 Total:

80

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:

#3: Firm and Staff Qualifications and References (0 to 50 Points):

42

#3: Qualifications - Remarks:

Qualifications and experience meet the requirement for this RFP.

#3: Technical Proposal and Methodology (0 to 20 Points):

12

#3: Technical proposal and Methodology - Remarks:

No clear methodology.

#3: Cost Proposal:

24

#3: Cost Proposal - Remarks:

#3 Total:

78

RESPONSE #4: SHUTTS & BOWEN, LLP:

#4: Firm and Staff Qualifications and References (0 to 50 Points):

48



#4: Qualifications - Remarks:  
**Qualifications and experience are more than sufficient for this RFP. Bidder has an excellent reputation with Seminole County for previous title services.**

#4: Technical Proposal and Methodology (0 to 20 Points):  
**18**

#4: Technical proposal and Methodology - Remarks:  
**Proposal and methodology meet the requirements for this RFP.**

#4: Cost Proposal:  
**20**

#4: Cost Proposal - Remarks:

#4 Total:  
**86**

RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:

#5: Firm and Staff Qualifications and References (0 to 50 Points):  
**40**

#5: Qualifications - Remarks:  
**This firm currently represents a client involved in a law suit against Seminole County regarding a real estate matter. This RFP is regarding a real estate matter. This suit was not initially disclosed. In my opinion it would be inappropriate for this firm to sue Seminole County with one hand and represent Seminole County with the other.**

#5: Technical Proposal and Methodology (0 to 20 Points):  
**14**

#5: Technical proposal and Methodology - Remarks:  
**Proposal and methodology meets the requirements for this RFP.**

#5: Cost Proposal:  
**18**

#5: Cost Proposal - Remarks:

#5 Total:  
**72**

RESPONSE #6: SUNBELT TITLE AGENCY:

#6: Firm and Staff Qualifications and Reference (0 to 50 Points):  
**42**

#6: Qualifications - Remarks:  
**Qualifications and experience meet the requirements for this RFP.**

#6: Technical Proposal and Methodology (0 to 20 Points):  
**13**

#6: Technical Proposal and Methodology - Remarks:  
**Methodology references a series of proprietary systems to service Seminole County, but it was not clear to me how.**

#6: Cost Proposal:  
**28**

#6: Cost Proposal - Remarks:

#6: Total:  
**83**

RESPONSE #7: TITLECORP OF FLORIDA, LLC:

#7: Firm and Staff Qualifications and References (0 to 50 Points):  
**44**

#7: Qualifications - Remarks:  
**Qualifications and experience meet the requirements for this RFP.**

#7: Technical Proposal and Methodology (0 to 20 Points):  
**12**

#7: Technical Proposal and Methodology - Remarks:  
**Bidder appears to have provided a print out of their web site which did not clearly state a methodology.**

#7: Cost Proposal:  
**26**

#7: Cost Proposal - Remarks:

#7: Total:  
**82**

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):  
**48**

#8: Qualifications - Remarks:  
**Qualifications and experience meet the requirements for this RFP.**

#8: Technical Proposal and Methodology (0 to 20 Points):  
**18**

#8: Technical Proposal and Methodology - Remarks:  
**Methodology was clear and easy to understand.**

#8: Cost Proposal:

14

#8: Cost Proposal - Remarks:

In comparison to the other bidders for this RFP, the cost proposal seems excessively high.

#8: Total:

80

Created at 5/22/2009 5:08 PM by [Newton, Neil](#)  
Last modified at 5/22/2009 5:08 PM by [Newton, Neil](#)

Evaluations

# RFP-600661-09/BJC - Title Search/Title Insurance Services

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Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

**Yes**

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.  
County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

**Yes**

RESPONSE #1: FLORIDIAN TITLE, LLC:

#1: Firm and Staff Qualifications and References (0 to 50 Points):

**35**

#1: Qualifications - Remarks:

**The owner has been a licensed title agent since 2006.**

#1: Technical Proposal and Methodology (0 to 20 Points):

**10**

#1: Technical proposal and Methodology - Remarks:

**Unfortunately, the proposal did not include a statement of methodology but a "mission statement" which did not seem to explain their methodology.**

#1: Cost Proposal:

**19.65**

#1: Cost Proposal - Remarks:

**The quoted fees are about average for the bids received.**

#1 Total:

**64.65**

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:

#2: Firm and Staff Qualifications and References (0 to 50 Points):

**46**

#2: Qualifications - Remarks:

**The firm seems well qualified to perform the work. The owner is an attorney who states he has been handling real estate transactions for over 25 years.**

#2: Technical Proposal and Methodology (0 to 20 Points):

**16**

#2: Technical proposal and Methodology - Remarks:

**The firm's methodology seems acceptable.**

#2: Cost Proposal:

**16.25**

#2: Cost Proposal - Remarks:

**The quoted fees are average for the bids received, but this law firm seems to have the experience and reliability justifying the price proposed.**

#2 Total:

**78.25**

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:

#3: Firm and Staff Qualifications and References (0 to 50 Points):

**38**

#3: Qualifications - Remarks:

**The firm has been in business for 25 years.**

#3: Technical Proposal and Methodology (0 to 20 Points):

**10**

#3: Technical proposal and Methodology - Remarks:

**Unfortunately, the proposal did not include a clear statement of methodology.**

#3: Cost Proposal:

**13.7**

#3: Cost Proposal - Remarks:

**The quoted fees are above the average for the bids received.**

#3 Total:

**61.7**

RESPONSE #4: SHUTTS & BOWEN, LLP:

#4: Firm and Staff Qualifications and References (0 to 50 Points):
48
#4: Qualifications - Remarks:
<p>The firm seems very well qualified and they seem to have a very good track record having done the same work previously for Seminole County. The firm has handled a broad range of real estate transactions in the Orlando area for more than 20 years. The principal paralegal who will be handling the work has over 17 years experience with the firm.</p> <p>This law firm is presently representing a client in an eminent domain matter against Seminole County that presents a conflict of interest in doing any work for the County. The conflict does not seem serious enough to impact the firm's qualifications, but before a contract could be awarded to this firm, this conflict will have to addressed in a satisfactory manner.</p>
#4: Technical Proposal and Methodology (0 to 20 Points):
18
#4: Technical proposal and Methodology - Remarks:
<p>The proposed methodology seems well suited to Seminole County's needs.</p>
#4: Cost Proposal:
16.25
#4: Cost Proposal - Remarks:
<p>The quoted fees are average for the bids received, but this law firm has the experience and reliability justifying the price proposed.</p>
#4 Total:
82.25
RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:
#5: Firm and Staff Qualifications and References (0 to 50 Points):
35
#5: Qualifications - Remarks:
<p>The attorney designated to handle the closings and issue title policies seems very qualified with many years of real estate experience.</p> <p>This law firm is presently representing a client against Seminole County in a lawsuit that presents a significant conflict of interest in doing any work for the County. The nature of the conflict raises questions about whether the firm can also effectively serve the County at the same time and the conflict therefore had a negative impact on the firm's qualifications for this contract. Before a contract could be awarded to this firm, this conflict would have to addressed in a satisfactory manner.</p>
#5: Technical Proposal and Methodology (0 to 20 Points):
10
#5: Technical proposal and Methodology - Remarks:
<p>The proposal did not elaborate in appropriate detail its methodology but the firm does seem to have a track record to indicate it can handle the work under the contract properly.</p> <p>The proposal included considerable information that is irrelevant to the subject matter of the contract.</p>
#5: Cost Proposal:
18.15
#5: Cost Proposal - Remarks:
<p>The quoted fees are about average for the bids received.</p>
#5 Total:
63.15
RESPONSE #6: SUNBELT TITLE AGENCY:
#6: Firm and Staff Qualifications and Reference (0 to 50 Points):
38
#6: Qualifications - Remarks:
<p>The firm's local manager has 11 years experience in title and settlement operations.</p>
#6: Technical Proposal and Methodology (0 to 20 Points):
12
#6: Technical Proposal and Methodology - Remarks:
<p>The firm seems to have a methodology capable of handling the work.</p>
#6: Cost Proposal:
20.3
#6: Cost Proposal - Remarks:
<p>The quoted fees are competitive for the bids received.</p>
#6: Total:
70.3
RESPONSE #7: TITLECORP OF FLORIDA, LLC:
#7: Firm and Staff Qualifications and References (0 to 50 Points):
34
#7: Qualifications - Remarks:
<p>The owner of the firm has 11 years of experience.</p>
#7: Technical Proposal and Methodology (0 to 20 Points):
10
#7: Technical Proposal and Methodology - Remarks:
<p>The firm appeared to use a marketing brochure in lieu of the requested statement of methodology and the brochure did not adequately describe the methodology.</p>
#7: Cost Proposal:

25.4

#7: Cost Proposal - Remarks:

The quoted fees are competitive for the bids received.

#7: Total:

69.4

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):

38

#8: Qualifications - Remarks:

The branch manager appears to have over 20 years of experience in the field.

#8: Technical Proposal and Methodology (0 to 20 Points):

13

#8: Technical Proposal and Methodology - Remarks:

The firm seems to have a methodology capable of handling the work.

#8: Cost Proposal:

8.35

#8: Cost Proposal - Remarks:

The quoted fees are significantly higher compared to the other proposals.

#8: Total:

59.35

Created at 5/14/2009 1:37 PM by [Shields, David](#)  
Last modified at 6/1/2009 8:29 AM by [Shields, David](#)

**TERM CONTRACT FOR CLOSING AGENT, TITLE SEARCH  
AND TITLE INSURANCE SERVICES  
(RFP-600661-09/BJC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SHUTTS & BOWEN, LLP**, duly authorized to conduct business in the State of Florida, whose address is 300 S. Orange Avenue, #1000, Orlando, Florida 32801, hereinafter called "AGENT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide closing agent, title search and title insurance services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, AGENT is competent and qualified to provide closing agent, title search and title insurance services and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and AGENT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain AGENT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. AGENT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At

the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to AGENT.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by AGENT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment.

The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that AGENT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The AGENT shall not be compensated for any services performed that have not been expressly authorized in writing by the COUNTY.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by AGENT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.


**SECTION 5. COMPENSATION.** COUNTY agrees to compensate AGENT for the professional services called for under this Agreement on a "Fixed

Fee" basis. If additional services billed at an hourly rate are deemed necessary, those services must be approved in advance, in writing, by COUNTY prior to performance, in order for them to be compensable.

#### **SECTION 6. PAYMENT AND BILLING.**

(a) AGENT shall supply all services required by the Purchase Order, but in no event shall AGENT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, AGENT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to AGENT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, AGENT shall render to COUNTY  an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of AGENT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from AGENT.

#### **SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, AGENT may invoice COUNTY



for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay AGENT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of AGENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to AGENT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to AGENT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to AGENT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) AGENT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at AGENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, AGENT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF AGENT.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. AGENT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused

by AGENT's negligent or wrongful provision of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to AGENT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of AGENT to fulfill its Agreement obligations. Upon receipt of such notice, AGENT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, AGENT shall be paid compensation for services performed to the date of termination.



(c) If the termination is due to the failure of AGENT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, AGENT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. AGENT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of AGENT; provided, however, that AGENT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of AGENT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that AGENT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** AGENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.


**SECTION 12. NO CONTINGENT FEES.** AGENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion,

without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 13. CONFLICT OF INTEREST.**

(a) AGENT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) AGENT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that AGENT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall  have the right to terminate this Agreement.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that AGENT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, AGENT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, AGENT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** AGENT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by AGENT.

**SECTION 17. INSURANCE.**

(a) GENERAL. AGENT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, AGENT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by AGENT, AGENT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, AGENT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, AGENT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by AGENT shall relieve AGENT of its full responsibility for performance of any obligation including AGENT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, AGENT shall, as soon as AGENT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage

provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as AGENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY AGENT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of AGENT, AGENT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by AGENT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) AGENT's insurance shall cover AGENT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. AGENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both AGENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida


Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) AGENT's insurance shall cover AGENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum  limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) AGENT'S insurance shall cover AGENT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.



(B) The minimum limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, AGENT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by AGENT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by AGENT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of AGENT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve AGENT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of AGENT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

## **SECTION 18. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) AGENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which AGENT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

## **SECTION 19. REPRESENTATIVES OF COUNTY AND AGENT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by AGENT, will designate and advise AGENT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions,

receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) AGENT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.



**SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.


**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting AGENT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. AGENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by AGENT in the performance of services and functions pursuant to this Agreement shall

have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by AGENT not specifically provided for herein shall be honored by COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** AGENT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. AGENT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH  LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENT.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the

following as the respective places for giving of notice, to-wit:

**For COUNTY:**

County Attorney's Office  
1101 East First Street  
Sanford, FL 32771

**For AGENT:**

Shutts & Bowen, LLP  
300 S. Orange Avenue, #1000  
Orlando, FL 32801

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

SHUTTS & BOWEN, LLP

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
KENNETH W. WRIGHT, Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness



\_\_\_\_\_  
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
6/3/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600661-09.doc

Attachments:

- Exhibit A - Scope of Services and Fee Schedule
- Exhibit B - Sample Purchase Order

*Exhibit A*  
**Scope of Services**

Seminole County is seeking to enter into a contract with an Agency to provide Title Services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

The firm that will be responsible for the County's account must be located within 60-mile radius from the Seminole County Attorney's Office located at 520 West lake Mary Boulevard, Sanford, Florida 32773. No exceptions.

**DEFINITIONS:**

- A. **Title Search:** A review of the Public Records and title plant records for the purpose of determining the record owner and all outstanding encumbrances on a parcel of land. Research shall include all records beginning with the earliest Public Records of the County in which the parcel of land is located and continuing through the date of certification of the Title Search Report. The Title Search Report shall be used as the primary document required in the performance of Title Search Services.
- B. **Parcel:** A parcel shall be considered to be a tract of land under single ownership which may have been acquired in one or more conveyances that are abutting or contiguous. If a conveyance includes lands on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel for title search purposes. Separate lots within a subdivision under a single ownership will ordinarily be considered one parcel. An exception will be made when the title report indicates that the separate properties or lots were obtained by the present owner from separate chains of title, in which case each chain of title may be considered a parcel for purposes of payment.

**TITLE SEARCH - SPECIFIC REQUIREMENTS FOR TITLE SEARCH:**

- A. **Contiguous Lands:** Each title search report must contain information to identify all contiguous lands held by a record owner. Agency shall provide two (2) photocopies of the typewritten report setting out the results of the title search. Title Search as outlined in the definitions section of these specifications, containing the certification of the Agency and including all attachments as required (copy of format attached) shall be furnished. Such information will be supplied by the Agency to the County in accordance with County title search requirements. All requests by the County for services to be rendered by the Agency under this agreement shall be in writing in the manner prescribed by the County.
- B. **Attachments to Reports:** Each title search report must include legible recorded copies of all instruments which create an existing interest in the land under search. In addition, copies of all conveyances within the five (5) years immediately proceeding the search must be included. If no conveyances occurred, within the proceeding five (5) years, the

following note should appear on the report: "Five Year History-None". Copies of additional documents may be requested by the County when such are required to clearly define the boundaries of parcels of the full extent and nature of encumbrances and shall be provided to the County at no charge.

- C. **Record Owner:** Each title search report must reflect the full name and marital status, if shown, of the last grantee of record. The name and address shown on the current tax rolls must be included under the tax roll information.
- D. **Reporting Encumbrances:** All encumbrances to the title of a parcel must be reported completely including complete recorded copies of all encumbrances and their assignments, mergers or name changes.
- 1) Easements/Rights-of-Way, Private and Public.
  - 2) Reservations (including Murphy Act).
  - 3) Oil, Gas, and Mineral Rights and all Leases, Deeds, and/or Royalty Transfers which include any surface rights.
  - 4) Mortgages, Financing Statements, Assignments of Rents and Profits.
  - 5) Leases, Assignments of Leases.
  - 6) Final Judgments, Statements of Claim, Liens, Federal Tax Liens. (Search each individual name, do not do joint judgment search).
  - 7) Wild Deeds.
  - 8) Death Certificates.
  - 9) Tax Certificates - the number, year, and name of the holder of the certificate must be reported. A minimum twenty (20) year tax search is required on all parcels.
  - 10) Bankruptcy - Copy of Docket and Social Security Number(s) of Debtor(s) and Schedules A & C.
  - 11) Copy of Plat for all platted property.
  - 12) Restrictions and any amendments.
- E. **Estates:** When an owner is deceased and probate proceedings have been initiated, the title search must include copies (from the Probate Case, not just those recorded in the Official Records) of probate proceedings listed below:
- 1) Petition for Administration
  - 2) Order of Administration
  - 3) Designation of Agent or Attorney
  - 4) Order appointing Personal Representative
  - 5) Last Will & Testament
  - 6) The Order Determining Heirs
  - 7) Inventory
  - 8) Receipt for Estate Tax and/or Non-Tax Certificate
  - 9) Order for Distribution
  - 10) Receipt of Beneficiaries
  - 11) Order of Discharge
- F. **Insanity Proceedings:** When reporting insanity proceedings concerning a present record owner, the date of commitment and the name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

- G. **Divorces:** When reporting divorces between record owners, provide a copy of the Final Judgment and any amended Final Judgments, along with a copy of the Property Settlement Agreement and any amended Property Settlement Agreements (whether recorded in the Official Records or not).
- H. **Guardianships:** When title to real property is vested in a minor or incompetent, the report must show the name of the appointed Guardian or a statement that no such appointment has been made.
- I. **Government Lands:** When title to real property is held by Federal, State, or local government, the branch or agency holding the title must be reported.

#### **RECORD TITLE DEED CREDIT:**

If the County should desire a title search done upon a parcel for which a Record Title Deed was previously requested and delivered, the Record Title Deed fee paid by the County to the Agency shall constitute a credit or prepayment against the total title search fee to be charged by the Agency, as long as the title search report is requested within eighteen (18) months of the date of the request for Record Title Deed.

#### **RECERTIFICATION AND UPDATE OF TITLE SEARCH:**

- A. The County may require, an update of any or all title searches. Update shall be prepared and issued in an original and two (2) copies. The original of each update shall have attached to it, legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.
- B. Agency shall be paid for each update report as per the rate given on the cost proposal form. Each update report shall be technically reviewed for minimum title search requirements before being accepted for payment.
- C. An update report request shall be applicable only to a title search dated within eighteen (18) months of the date of the County's request of the original title search for which an update is requested. All update report requests relating to a parcel upon which a title search was requested more than eighteen (18) months prior to the date of an update report request shall be treated as a request for a new title search and shall be so compensable.

#### **TITLE INSURANCE AND CLOSINGS SERVICES:**

Issue title insurance and perform closing services for the County as follows:

- A. Prepare and issue an original of a Title Insurance Commitment, assuring the issuance of Title Insurance for a period of six (6) months, on any parcel determined by the County.
- B. Perform update on Title Commitment, such update to be prepared and issued as an original or endorsement to the original. Updates will include the owner's name, the legal description of the parcel and all encumbrances of record since the original Title Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. Each update shall have



attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

- C. Prepare and issue a Title Insurance Policy to the County on each parcel requested by the County. The insured value shall be no less than the purchase price of the parcel as identified by the County. Agency shall provide Owner's Title Insurance coverage to the County upon payment of the following premium per parcel: The minimum premium permissible according to the rates promulgated by the Rule of the Florida Department of Insurance (CH.4-21.003 F.A.C.).
- D. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The Closing Agent shall conduct the closings at an authorized Seminole County Office. Offsite closings, if approved by the County and under special circumstances, shall be located within a five (5) mile radius from the Seminole County Attorney's Office located at 520 West Lake Mary Boulevard, Sanford, Florida 32773 or within a five (5) mile radius from the Seminole County Attorney's Office located at 1101 East First Street, Sanford, Florida 32771.

A single, primary closing agent shall be designated to close all Seminole County transactions, subject to the approval of County. A backup closing person may be designated and shall become familiar with all aspects of Seminole County closings in the event that the primary person is not available.

- E. All work shall be accomplished in accordance with the terms of the approved agreement or contract for sale and purchase; time is of the essence. Delivery of title searches, Title Insurance Commitments, Title Insurance Policy, Record Title Deeds, etc., shall be accomplished in accordance with the time requirements of the County and as agreed by the parties.
- F. All work shall be subject to review and approval of the County.

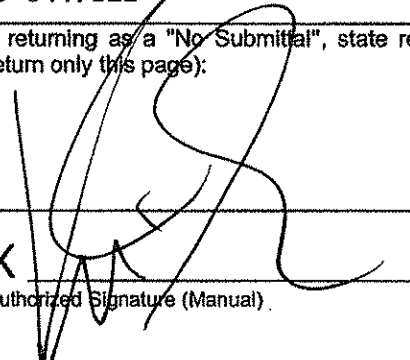
#### **RESPONSIBILITIES:**

The County shall furnish the Agency with existing data, plans and other information that are available in the County's files which may be necessary or useful in connection with the services to be performed, all of which shall be and remain the property of the County and shall be returned to the County, at the County's request, upon completion of the services to be performed.

The County's designated representative shall examine all documents presented by the Agency and rendering, in writing, decisions indicating the County's approval or disapproval within a reasonable time so as not to delay the work of the Agency.

The County's designated representative shall transmit instructions, receipt of information and interpretation and definition of County policies and decisions with respect to the work covered by this contract.

The County's designated representative shall provide prompt written notice to the Agency whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the work.

<b>SUBMIT PROPOSALS TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>Attn.: PURCHASING DIVISION</b>	<b>REQUEST FOR PROPOSALS</b>  and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	<b>RFP-600661-09/BJC</b> <b>Title Search/Title Insurance</b> <b>Services for Seminole</b> <b>County</b>
Proposal Due Date: <b>May 6, 2009</b> Proposal Due Time: <b>2:00 P.M.</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: <b>SHUTTS &amp; BOWEN LLP</b>	Federal Employer ID Number or SS Number: <b>59-0447122</b>
Mailing Address: <b>300 S. Orange Avenue, Suite 1000</b>	If returning as a "No Submittal", state reason (if so, return only this page):  
City, State, Zip: <b>Orlando, Florida 32801</b>	
Type of Entity: (Circle one) Corporation <input type="checkbox"/> <b>Partnership</b> <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/>	
Incorporated in the State of: <b>Florida</b>	X Authorized Signature (Manual)
Telephone Number: <b>407-423-3200</b>	Typed Name: <b>Kenneth W. Wright</b>
Toll Free Telephone Number: <b>877 (800) 835-3200</b>	Title: <b>Partner</b>
Fax Number: <b>407-425-8316</b>	Date: <b>May 5, 2009</b>

## THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

## Price Proposal

PROJECT TITLE: TITLE SEARCH/TITLE INSURANCE SERVICES FOR SEMINOLE COUNTY

PROJECT NUMBER: RFP-600661-09/BJC

Name of Proposer: SHUTTS & BOWEN LLP

Mailing Address: 300 S. Orange Avenue, Suite 1000

City/State/Zip: Orlando, Florida 32801

Phone Number: (407) 423-3200 FAX Number: (407) 425-8316

E-mail Address: mchampion@shutts.com and kwright@shutts.com

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the services in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, based on the fee structure hereinafter set forth.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation.

### COMPENSATION:

Title Search per Parcel, as specified: \$ 150.00

Re-Certification and Update Report per Parcel, as specified: \$ 50.00 \*

\*The first two (2) updates are included in the initial search fee

Closing Services Fee, as specified \$ 300.00

The County may require the Agent to provide additional services related to Title Search/Title Insurance Services, outside the identify scope of services. Such requests must be approved and authorized by County's Representative prior to commencement of work. The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Travel and Reimbursable Expenses
- Equipment and related items
- Any Cost associated with work

Hourly Rate: \$ 150.00 for Michele Champion

\*\* Kenneth W. Wright's hourly rate will be \$300.00- limited to matters available for representation and extra intra-government involvement, environmental land use, subject to Seminole County's prior approval.

RFP-600661-09/BJC – Title Search/Title Insurance Services

EXHIBIT B  
Board of County Commissioners  
Seminole County, Florida  
**PURCHASE ORDER**

Page 1

**ORDER NUMBER:**

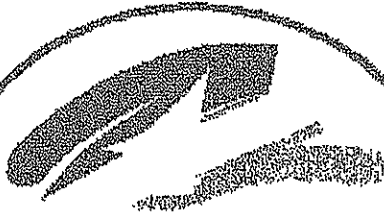
NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE  
ORDER DATE  
P.O. NUMBER  
ANALYST  
VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:  
FISCAL SERVICES DEPARTMENT - PURCHASING AND  
CONTRACTS DIVISION  
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
SANFORD FLORIDA 32771  
PHONE: (407) 665-7116 / FAX: (407) 665-7656

COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD FL 32771

DELIVERY

QTY	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<div><p><b>SEMINOLE COUNTY</b> FLORIDA'S NATURAL CHOICE</p></div>					
QUESTIONS			TOTAL AMOUNT		

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR CLOSING AGENT, TITLE SEARCH  
AND TITLE INSURANCE SERVICES  
(RFP-600661-09/BJC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GEORGE B. WALLACE & ASSOCIATES, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 700 West First Street, Sanford, Florida 32771, hereinafter called "AGENT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide closing agent, title search and title insurance services for Seminole County; and

**WHEREAS**, COUNTY has requested  and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, AGENT is competent and qualified to provide closing agent, title search and title insurance services and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and AGENT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain AGENT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. AGENT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to AGENT.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for provision of services by AGENT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment.

The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that AGENT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The AGENT shall not be compensated for any services performed that have not been expressly authorized in writing by the COUNTY. The COUNTY will contact Secondary Agent when Primary Agent is unable to perform services as directed by the COUNTY.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by AGENT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate AGENT for the professional services called for under this Agreement on a "Fixed Fee" basis. If additional services billed at an hourly rate are deemed necessary, those services must be approved in advance, in writing, by COUNTY prior to performance, in order for them to be compensable.

**SECTION 6. PAYMENT AND BILLING.**

(a) AGENT shall supply all services required by the Purchase Order, but in no event shall AGENT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, AGENT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to AGENT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, AGENT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of AGENT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772


Two (2) copies of the invoice shall be sent to:

County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from AGENT.

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, AGENT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay AGENT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of AGENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to AGENT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to AGENT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to AGENT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) AGENT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at AGENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.


(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement,



AGENT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF AGENT.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. AGENT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by AGENT's negligent or wrongful provision of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**


(a) COUNTY may, by written notice to AGENT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of AGENT to fulfill its Agreement obligations. Upon receipt of such notice, AGENT shall immediately  discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, AGENT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of AGENT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, AGENT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. AGENT shall not be liable for such additional costs if the failure to perform the Agreement arises without

any fault or negligence of AGENT; provided, however, that AGENT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of AGENT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that AGENT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

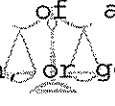
(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under  this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** AGENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** AGENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 13. CONFLICT OF INTEREST.**

(a) AGENT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation,  or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) AGENT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that AGENT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity

herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that AGENT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, AGENT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, AGENT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** AGENT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by AGENT.

**SECTION 17. INSURANCE.**

(a) GENERAL. AGENT shall,  at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, AGENT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by AGENT, AGENT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous

certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, AGENT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, AGENT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by AGENT shall relieve AGENT of its full responsibility for performance of any obligation including AGENT indemnification of COUNTY under this Agreement.


(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's

Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, AGENT shall, as soon as AGENT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as AGENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY AGENT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of AGENT, AGENT shall, at its sole expense, procure, maintain, and keep in  force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by AGENT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) AGENT's insurance shall cover AGENT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. AGENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The

minimum required limits to be provided by both AGENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) AGENT's insurance shall cover AGENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.


(B) The minimum limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) AGENT'S insurance shall cover AGENT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, AGENT shall maintain  separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by AGENT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00
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(d) COVERAGE. The insurance provided by AGENT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of AGENT.



(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve AGENT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of AGENT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

#### **SECTION 18. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) AGENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which AGENT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be

employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**SECTION 19. REPRESENTATIVES OF COUNTY AND AGENT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by AGENT, will designate and advise AGENT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) AGENT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting AGENT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. AGENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by AGENT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by AGENT not specifically provided for herein shall be honored by COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** AGENT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. AGENT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes,


ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENT.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

County Attorney's Office  
1101 East First Street  
Sanford, FL 32771

**For AGENT:**

George B. Wallace & Associates  P.A.  
700 W. First Street  
Sanford, FL 32771

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

***(Signature Page Follows)***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

GEORGE B. WALLACE &  
ASSOCIATES, P.A.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
GEORGE B. WALLACE, President

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/sjs  
6/4/09

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Attachments:

- Exhibit A - Scope of Services and Fee Schedule
- Exhibit B - Sample Purchase Order

*Exhibit A*  
**Scope of Services**

Seminole County is seeking to enter into a contract with an Agency to provide Title Services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

The firm that will be responsible for the County's account must be located within 60-mile radius from the Seminole County Attorney's Office located at 520 West lake Mary Boulevard, Sanford, Florida 32773. No exceptions.

**DEFINITIONS:**

- A. **Title Search:** A review of the Public Records and title plant records for the purpose of determining the record owner and all outstanding encumbrances on a parcel of land. Research shall include all records beginning with the earliest Public Records of the County in which the parcel of land is located and continuing through the date of certification of the Title Search Report. The Title Search Report shall be used as the primary document required in the performance of Title Search Services.
- B. **Parcel:** A parcel shall be considered to be a tract of land under single ownership which may have been acquired in one or more conveyances that are abutting or contiguous. If a conveyance includes lands on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel for title search purposes. Separate lots within a subdivision under a single ownership will ordinarily be considered one parcel. An exception will be made when the title report indicates that the separate properties or lots were obtained by the present owner from separate chains of title, in which case each chain of title may be considered a parcel for purposes of payment.

**TITLE SEARCH - SPECIFIC REQUIREMENTS FOR TITLE SEARCH:**

- A. **Contiguous Lands:** Each title search report must contain information to identify all contiguous lands held by a record owner. Agency shall provide two (2) photocopies of the typewritten report setting out the results of the title search. Title Search as outlined in the definitions section of these specifications, containing the certification of the Agency and including all attachments as required (copy of format attached) shall be furnished. Such information will be supplied by the Agency to the County in accordance with County title search requirements. All requests by the County for services to be rendered by the Agency under this agreement shall be in writing in the manner prescribed by the County.
- B. **Attachments to Reports:** Each title search report must include legible recorded copies of all instruments which create an existing interest in the land under search. In addition, copies of all conveyances within the five (5) years immediately proceeding the search must be included. If no conveyances occurred, within the proceeding five (5) years, the

following note should appear on the report: "Five Year History-None". Copies of additional documents may be requested by the County when such are required to clearly define the boundaries of parcels of the full extent and nature of encumbrances and shall be provided to the County at no charge.

- C. **Record Owner:** Each title search report must reflect the full name and marital status, if shown, of the last grantee of record. The name and address shown on the current tax rolls must be included under the tax roll information.
- D. **Reporting Encumbrances:** All encumbrances to the title of a parcel must be reported completely including complete recorded copies of all encumbrances and their assignments, mergers or name changes.
- 1) Easements/Rights-of-Way, Private and Public.
  - 2) Reservations (including Murphy Act).
  - 3) Oil, Gas, and Mineral Rights and all Leases, Deeds, and/or Royalty Transfers which include any surface rights.
  - 4) Mortgages, Financing Statements, Assignments of Rents and Profits.
  - 5) Leases, Assignments of Leases.
  - 6) Final Judgments, Statements of Claim, Liens, Federal Tax Liens. (Search each individual name, do not do joint judgment search).
  - 7) Wild Deeds.
  - 8) Death Certificates.
  - 9) Tax Certificates - the number, year, and name of the holder of the certificate must be reported. A minimum twenty (20) year tax search is required on all parcels.
  - 10) Bankruptcy - Copy of Docket and Social Security Number(s) of Debtor(s) and Schedules A & C.
  - 11) Copy of Plat for all platted property.
  - 12) Restrictions and any amendments.
- E. **Estates:** When an owner is deceased and probate proceedings have been initiated, the title search must include copies (from the Probate Case, not just those recorded in the Official Records) of probate proceedings listed below:
- 1) Petition for Administration
  - 2) Order of Administration
  - 3) Designation of Agent or Attorney
  - 4) Order appointing Personal Representative
  - 5) Last Will & Testament
  - 6) The Order Determining Heirs
  - 7) Inventory
  - 8) Receipt for Estate Tax and/or Non-Tax Certificate
  - 9) Order for Distribution
  - 10) Receipt of Beneficiaries
  - 11) Order of Discharge
- F. **Insanity Proceedings:** When reporting insanity proceedings concerning a present record owner, the date of commitment and the name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

- G. **Divorces:** When reporting divorces between record owners, provide a copy of the Final Judgment and any amended Final Judgments, along with a copy of the Property Settlement Agreement and any amended Property Settlement Agreements (whether recorded in the Official Records or not).
- H. **Guardianships:** When title to real property is vested in a minor or incompetent, the report must show the name of the appointed Guardian or a statement that no such appointment has been made.
- I. **Government Lands:** When title to real property is held by Federal, State, or local government, the branch or agency holding the title must be reported.

#### **RECORD TITLE DEED CREDIT:**

If the County should desire a title search done upon a parcel for which a Record Title Deed was previously requested and delivered, the Record Title Deed fee paid by the County to the Agency shall constitute a credit or prepayment against the total title search fee to be charged by the Agency, as long as the title search report is requested within eighteen (18) months of the date of the request for Record Title Deed.

#### **RECERTIFICATION AND UPDATE OF TITLE SEARCH:**

- A. The County may require, an update of any or all title searches. Update shall be prepared and issued in an original and two (2) copies. The original of each update shall have attached to it, legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.
- B. Agency shall be paid for each update report as per the rate given on the cost proposal form. Each update report shall be technically reviewed for minimum title search requirements before being accepted for payment.
- C. An update report request shall be applicable only to a title search dated within eighteen (18) months of the date of the County's request of the original title search for which an update is requested. All update report requests relating to a parcel upon which a title search was requested more than eighteen (18) months prior to the date of an update report request shall be treated as a request for a new title search and shall be so compensable.

#### **TITLE INSURANCE AND CLOSINGS SERVICES:**

Issue title insurance and perform closing services for the County as follows:

- A. Prepare and issue an original of a Title Insurance Commitment, assuring the issuance of Title Insurance for a period of six (6) months, on any parcel determined by the County.
- B. Perform update on Title Commitment, such update to be prepared and issued as an original or endorsement to the original. Updates will include the owner's name, the legal description of the parcel and all encumbrances of record since the original Title Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. Each update shall have



attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

- C. Prepare and issue a Title Insurance Policy to the County on each parcel requested by the County. The insured value shall be no less than the purchase price of the parcel as identified by the County. Agency shall provide Owner's Title Insurance coverage to the County upon payment of the following premium per parcel: The minimum premium permissible according to the rates promulgated by the Rule of the Florida Department of Insurance (CH.4-21.003 F.A.C.).
- D. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The Closing Agent shall conduct the closings at an authorized Seminole County Office. Offsite closings, if approved by the County and under special circumstances, shall be located within a five (5) mile radius from the Seminole County Attorney's Office located at 520 West Lake Mary Boulevard, Sanford, Florida 32773 or within a five (5) mile radius from the Seminole County Attorney's Office located at 1101 East First Street, Sanford, Florida 32771.

A single, primary closing agent shall be designated to close all Seminole County transactions, subject to the approval of County. A backup closing person may be designated and shall become familiar with all aspects of Seminole County closings in the event that the primary person is not available.
- E. All work shall be accomplished in accordance with the terms of the approved agreement or contract for sale and purchase; time is of the essence. Delivery of title searches, Title Insurance Commitments, Title Insurance Policy, Record Title Deeds, etc., shall be accomplished in accordance with the time requirements of the County and as agreed by the parties.
- F. All work shall be subject to review and approval of the County.

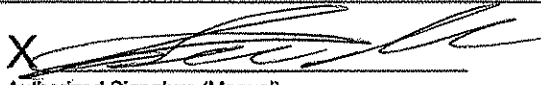
#### **RESPONSIBILITIES:**

The County shall furnish the Agency with existing data, plans and other information that are available in the County's files which may be necessary or useful in connection with the services to be performed, all of which shall be and remain the property of the County and shall be returned to the County, at the County's request, upon completion of the services to be performed.

The County's designated representative shall examine all documents presented by the Agency and rendering, in writing, decisions indicating the County's approval or disapproval within a reasonable time so as not to delay the work of the Agency.

The County's designated representative shall transmit instructions, receipt of information and interpretation and definition of County policies and decisions with respect to the work covered by this contract.

The County's designated representative shall provide prompt written notice to the Agency whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the work.

<b>SUBMIT PROPOSALS TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>Attn.: PURCHASING DIVISION</b>	<b>REQUEST FOR PROPOSALS</b>  and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	<b>RFP-600661-09/BJC</b> <b>Title Search/Title Insurance</b> <b>Services for Seminole</b> <b>County</b>
Proposal Due Date: <b>May 6, 2009</b> Proposal Due Time: <b>2:00 P.M.</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: George B. Wallace & Assoc. PA	Federal Employer ID Number or SS Number: 34-2039932
Mailing Address: 700 W. First Street	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Sanford, Florida 32771	
Type of Entity: (Circle one) Corporation Partnership Proprietorship Joint Venture	
Incorporated in the State of: Florida	X  Authorized Signature (Manual)
Telephone Number: 407-323-3660	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number: 407-323-2475	Date:

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

## Section 5 Price Proposal

PROJECT TITLE: **TITLE SEARCH/TITLE INSURANCE SERVICES FOR SEMINOLE COUNTY**

PROJECT NUMBER: **RFP-600661-09/BJC**

Name of Proposer: George B. Wallace & Associates, P.A.

Mailing Address: 700 W. First Street

City/State/Zip: Sanford, Florida 32771

Phone Number: ( 407 ) 323-3660 FAX Number: ( 407 ) 323-2475

E-mail Address: gbwpa@bellsouth.net

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the services in strict conformity with Contract Documents, including Addenda Nos. \_\_\_\_ through \_\_\_\_, based on the fee structure hereinafter set forth.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation.

### **COMPENSATION:**

Title Search per Parcel, as specified:	\$ <u>150.00</u>
	two free then
Re-Certification and Update Report per Parcel, as specified:	\$ <u>50.00 each thereafter</u>
Closing Services Fee, as specified	\$ <u>300.00</u>

The County may require the Agent to provide additional services related to Title Search/Title Insurance Services, outside the identify scope of services. Such requests must be approved and authorized by County's Representative prior to commencement of work. The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Travel and Reimbursable Expenses
- Equipment and related items
- Any Cost associated with work

Hourly Rate: \$ 200.00

RFP-600661-09/BJC – Title Search/Title Insurance Services

**TAX EXEMPTION NUMBERS**  
FLORIDA SALES: 69-11-033995-63C  
FEDERAL SALES/USE: 59-74-0013K

EXHIBIT B  
Board of County Commissioners  
Seminole County, Florida  
**PURCHASE ORDER**

Page 1

**ORDER NUMBER:**

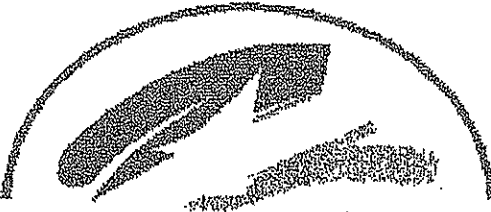
NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER NO.  
DATE  
ORDER DATE  
REC. NUMBER  
ANALYST  
END OF NUMBER

COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD FL 32771

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:  
FISCAL SERVICES DEPARTMENT - PURCHASING AND  
CONTRACTS DIVISION  
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
SANFORD FLORIDA 32771  
PHONE: (407) 665-7116 / FAX: (407) 665-7856

DELIVERY

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<div><p><b>SEMINOLE COUNTY</b> FLORIDA'S NATURAL CHOICE</p></div>					
REQUESTING OFFICE			TOTAL AMOUNT		

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869

Accs. Payable Inquiries - Phone (407) 665-7681

\_\_\_\_\_  
PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS